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DOC #:
DATE FILED: 2/28/08

KAMAS.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

RUDY GERMAIN,

Plaintiff,

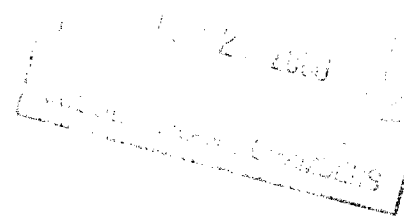
-against-

THE CITY OF NEW YORK, N.Y.C. POLICE OFFICER  
NEIDA CADIZ, SHIELD #6814, AND N.Y.C. POLICE  
LIEUTENANT "JOHN DOE", EACH SUED  
INDIVIDUALLY AND IN THEIR OFFICIAL  
CAPACITY,

Defendants.

**STIPULATION AND ORDER  
OF SETTLEMENT AND  
DISMISSAL**

07 Civ. 5452 (LAK)



WHEREAS, plaintiff Rudy Germain commenced this action by filing a complaint on or about June 8, 2007 alleging that certain of his federal and state rights were violated; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has authorized his counsel to settle this matter on the terms set forth below;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff RUDY GERMAIN the sum of **Four Thousand Eight Hundred Dollars (\$4,800)** in full satisfaction of all claims, including claims for costs, expenses, and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against the named defendants, the City of New York and Neida Cadiz, with prejudice, and to release any present or former employees or agents of the City of New York and the New York City Police Department, including the defendant named herein as "N.Y.C. POLICE LIEUTENANT 'JOHN DOE,'" from any and all liability, claims, or rights of action under state or federal law that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses, and attorney's fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, the City of New York, or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York

2/7, 2008

Steven Hoffner, Esq.  
*Attorney for Plaintiff*  
350 Broadway, Suite 1105  
New York, NY 10013  
(212) 941-8330

By: \_\_\_\_\_

Steven Hoffner Esq.

MICHAEL A. CARDOZO  
Corporation Counsel of the City of New York  
*Attorney for Defendants*  
100 Church Street, Room 3-137  
New York, New York 10007  
(212) 788-9790

By: \_\_\_\_\_

Amy N. Okereke  
Assistant Corporation Counsel

**SO ORDERED:**

  
\_\_\_\_\_  
Honorable Lewis A. Kaplan  
United States District Judge

2/28/08